

EXHIBIT 4

FILED UNDER SEAL

1 CONFIDENTIAL - ATTORNEYS' EYES ONLY

2 UNITED STATES DISTRICT COURT
3 DISTRICT OF MINNESOTA

4 -----x

5 FAIR ISAAC CORPORATION,

6 Plaintiff,

7 v.

Court File No.

16-cv-1054 (WMW/DTS)

8 FEDERAL INSURANCE COMPANY
9 and ACE AMERICAN INSURANCE
10 COMPANY,

11 Defendants.

12 -----x

13 ***CONFIDENTIAL - ATTORNEYS' EYES ONLY***

14 VIDEOTAPED DEPOSITION OF RUSSELL SCHREIBER

15 New York, New York

16 Wednesday, October 24, 2018

17 8:52 a.m.

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21

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Reported by:

23 LYNN VAN DEN HENDE

CRR, RMR, RPR, CSR-NY, CSR-CA, CSR-IL

24 JOB NO: 39215

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY

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October 24, 2018

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8:52 a.m.

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Videotaped deposition of RUSSELL

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SCHREIBER, held at the offices of Merchant &

9

Gould, 767 Third Avenue, 23rd Floor, New

10

York, New York, pursuant to Notice, before

11

Lynn Van Den Hende, Certified Realtime

12

Reporter, Registered Merit Reporter, State

13

of New York Certified Shorthand Reporter,

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State of California Certified Shorthand

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Reporter, State of Illinois Certified

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Shorthand Reporter, Registered Professional

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Reporter, and Notary Public within and for

18

the State of New York.

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2 A P P E A R A N C E S:

3

4 FOR THE PLAINTIFF:

5 Merchant & Gould

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8 Minneapolis, Minnesota 55402-2215

9 612-332-5300

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18 BY: LEAH C. JANUS, ESQ.

19 ljanus@fredlaw.com

20

21 ALSO PRESENT:

22 JAMES WOODWARD, Fair Isaac Corporation

23 KEVIN S. MURPHY, Chubb

24 KEVIN MARTH, Videographer

25

1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 **works, right?**
3 Q. As part of your responsibilities
4 as client partner would you also generally be
5 familiar with the licenses that governed the
6 relationships with the clients that you
7 worked with?
8 **A. So generally, yes.**
9 **But there were licenses that folks**
10 **had that I didn't even know, I wasn't even**
11 **aware of.**
12 Q. But generally the scope of the
13 license with a given client was something
14 that you were familiar with?
15 **A. Or I had to figure it out.**
16 **But, yes, yeah, sure.**
17 Q. And that would be important for
18 what you are doing as a client partner, I
19 take it, because you need to know whether
20 there are additional products or services
21 that could be sold to a given client,
22 correct?
23 **A. At one end or -- or if that**
24 **product was being sunset and they needed to**
25 **know that it was being, you know, shelved in**

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2 **two years, that we can up and manage their --**
3 **their way through that process.**
4 Q. Yeah. And you would also need to
5 know how widely that client is able to use
6 the software that they've licensed under the
7 terms of their license, correct?
8 **A. Say that again, please.**
9 Q. You'd also need to know how widely
10 that client is able to use the software that
11 they've licensed under the term of their
12 license?
13 **A. Right. So if you mean -- do you**
14 **mean like what the scope of the license is?**
15 Q. Yeah.
16 **A. Because "widely" is -- I'm not**
17 **sure -- yeah, so if you said -- I would**
18 **certainly want to read the scope of the**
19 **license, yeah, yeah. I guess.**
20 Q. When did you first begin to work
21 with Chubb?
22 **A. Chubb was my first client. Chubb**
23 **was my -- my entrée into FICO. That's -- you**
24 **know, put me on the map.**
25 **So that would have been February,**

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2 **maybe March of '16.**
3 **So within a month or two we**
4 **received an RFI, and I led the response.**
5 MR. HINDERAKER: Can I -- I think
6 you said '16? February --
7 **A. Oh, I meant '6. Did I say '16?**
8 **I meant 2006. Thank you.**
9 Q. So you said you received an RFI in
10 the spring of 2006?
11 **A. Right. I want to say February or**
12 **March. So early -- late winter, early**
13 **spring, yeah. It was right away.**
14 Q. And what is an RFI?
15 **A. It could have been an RFP, but it**
16 **was request for information would be an RFI.**
17 **It might have been an RFP, a**
18 **request for proposal.**
19 **But it was a document that we**
20 **received to be able to present to Chubb a**
21 **solution and pricing and an approach to the**
22 **problem.**
23 Q. And do you recall -- it was a
24 while ago, but do you recall off the top of
25 your head just generally what the nature of

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2 the request for information or proposal was
3 from Chubb?
4 **A. Oh, yeah, yeah. Yeah. It's**
5 **funny -- no, it's funny how things you**
6 **remember.**
7 **Anyway so -- so this was to create**
8 **an automated renewals platform for their**
9 **specialty lines of business.**
10 **They had like a -- I forget, like**
11 **170 or maybe 120 different products in**
12 **that -- in that business.**
13 **And so that would be like small**
14 **manufacturers maybe or nurses or, you know,**
15 **plumbers.**
16 **But what they called specialty**
17 **lines.**
18 **And so the way they sold those**
19 **products is they have the underwriting**
20 **process where they'd have an underwriter like**
21 **price out how risky is this thing and then**
22 **set out an insurance price premium.**
23 **And what was happening is they had**
24 **a corporate initiative. Their agenda was to**
25 **be able to sell to a larger market, which**

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2 meant smaller value, smaller dollar value.
3 So like -- I forget the numbers,
4 but I want to say the average policy price
5 was maybe -- let's call it \$100,000 for this
6 discussion.
7 They wanted to be able to move
8 down to a bigger market, more prospective
9 customers.
10 Say the average policy is \$20,000.
11 So, you know, moving to like the Fortune 100s
12 to the Fortune 10,000, that kind of concept.
13 The way their business worked at
14 that time was they would write the new
15 policy, they'd get a new prospect, and they'd
16 assess the risk.
17 And then they would -- if they won
18 the work, they'd book the policy, and they'd
19 have a new customer.
20 The problem was that on renewals
21 they would do a full review of the -- each
22 policy, so that it was effectively
23 underwriting the whole customer from scratch,
24 which is very expensive.
25 So the premise of this RFI or RFP

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2 or request for a pitch was -- or solution was
3 how can they automate the underwriting -- the
4 renewal process so that they could move into
5 a business model where they were -- had less
6 manual intervention with the renewal process.
7 So they're going to be some
8 insurance customers that would just, you
9 know, not even touch this, just automatically
10 renew it.
11 There were others I think that
12 were high risk. They need to really do full
13 underwriting. There were some that were in
14 the middle.
15 So they called that the low touch,
16 no touch, high touch is -- you know, and it's
17 become pretty big in the industry now.
18 Q. And the idea was this renewal
19 process would become a low touch?
20 A. So they would be able to segment
21 the customers across these 170 or 200 plus
22 products. And, again, don't quote me on the
23 product count, but there was hundreds of
24 them. They could segment the customers at
25 the renewal process into high touch, low

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2 touch, no touch.
3 So if they had -- the high touch
4 once were the most expensive ones to renew,
5 because you had to go send people out, look
6 at the buildings, you know -- you know, check
7 the headcount, make sure the staff is right.
8 So it's how do you price that
9 premium.
10 Whereas the no touch, it's like
11 our auto insurance. You just get a new bill
12 for the next year, right?
13 So they were trying to get more
14 into the low to no touch.
15 Q. And for folks who aren't familiar
16 with either the insurance industry or Blaze,
17 can you describe in general terms how a
18 product like Blaze would be used in a
19 solution like this?
20 A. Sure.
21 So insurance policies are annual
22 policies. So about three months before the
23 end of a year the policy information and the
24 claim information would be -- would be
25 transferred, be fed into a Blaze engine.

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2 And the Blaze software would look
3 at that information. And rules would be --
4 rules in Blaze would be applied to it.
5 So the rule -- a rule might be,
6 oh, there were no claims this year. So that
7 means we could do a low or no touch.
8 Or they had claims this year, so
9 now it must be a high touch.
10 And the magic here was that
11 Blaze -- the rules that we're talking about
12 were set up in such a way that human beings
13 could -- could maintain them.
14 So it didn't require like some,
15 you know, MIT Ph.D.
16 A regular business analyst could
17 maintain those business rules.
18 So -- right, so once a year a feed
19 would come in, rules would be compared.
20 And then the policies would be
21 segmented into high touch, low touch, no
22 touch.
23 Q. And I take it that in a process
24 like that while Blaze is involved Blaze is
25 actually incorporated somehow into an

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2 the scope of the license --
3 A. Oh, yeah.
4 Q. -- that was being negotiated?
5 A. Yeah, absolutely. Yeah, yeah.
6 Q. What do you recall about those
7 discussions?
8 A. Right. So the initial license was
9 very much desired to be for specialty lines,
10 which is U.S. business, right? Specialty
11 U.S.
12 As we got to contracting it became
13 apparent they couldn't get the deal done for
14 the June 30 window that they had talked
15 about.
16 So we broke out an expansion to
17 include the specialty division, and then for
18 the rest of the U.S. business.
19 If they did -- if they -- you
20 know -- so they had -- I want to say it was a
21 May -- June -- May -- June 30 would have been
22 the first license signature for the named
23 application of CSI underwriting, or something
24 like that, whatever the name was. I'm sure
25 you have the contract. You can look it up.

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2 Then somewhere over the summer it
3 would have been an expansion to be a CSI
4 divisional license.
5 So that would be -- that would
6 exclude personal lines, commercial lines,
7 claims business, any corporate overhead.
8 It was just literally within that
9 specialty lines business.
10 And then they had an option to buy
11 out by the calendar year end -- I think it
12 was calendar year end -- in ELA for the
13 rest -- I'm sorry, for commercial, personal
14 lines and claims, which we called it
15 basically an enterprise license.
16 Q. All right. And were you
17 involved -- I guess describe your role in
18 negotiating or discussing the scope of those
19 licenses as they were --
20 A. Yeah. So I was the face. I was
21 the guy.
22 So it was -- I led FICO. And then
23 on the other side was Owen Williams for
24 Chubb.
25 Again, there were multiple layers

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2 of negotiation, people involved.
3 So you had the Blaze salespeople
4 dealing with procurement.
5 But in terms of how much and
6 what's the scope, it was really between Owen
7 and I. And his boss at some point got
8 involved.
9 Q. And so you said "ELA." That
10 stands for enterprise license agreement?
11 A. Yes.
12 Q. Okay. And with respect to Chubb,
13 was your understanding that that essentially
14 allowed Chubb to use Blaze throughout its
15 enterprise?
16 A. Chubb -- we have to be careful
17 what Chubb is, because Chubb's a messy
18 organization. I mean that in a -- in a -- in
19 a subjective way.
20 I just mean like there's a lot of
21 organizational lines and overlap.
22 So -- so from the Chubb Insurance
23 level down, Chubb & Sons, policy -- I'm
24 sorry, personal lines, commercial lines,
25 specialty lines, and the claims, those were

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2 the operating business units under Chubb &
3 Sons as we understood it at that time.
4 And it was very much U.S. focused.
5 Q. Was the license -- the enterprise
6 license that was ultimately negotiated
7 however a global enterprise license?
8 A. No, no. There was rumor of that.
9 But, no.
10 Q. Okay. Did you ever understand it
11 to be a global enterprise license?
12 A. No, no.
13 I may have had a hiccup once or
14 twice where people -- I've had people read
15 parts of agreements. Let's say, oh, they
16 haven't read the whole agreement and say it's
17 global.
18 And I'd just correct them and say,
19 no, I was there. It was not global.
20 And I'd get an email that would
21 say, oh, it's global. And I'd make some
22 committing moments where I didn't really
23 refer back to the documents. I might have
24 said it was global.
25 But I never, ever told Chubb it

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2 was global. I've never had a contract that
3 said it was global, so --
4 And I woke up every day thinking
5 this was a U.S. license.
6 Q. So --
7 A. 'Cause global is all after the
8 fact. This was U.S. They asked for global
9 as a contract renewal. But it was after the
10 pricing was all set. We had the three steps
11 in the contract.
12 So they didn't really talk about
13 global till -- till the end of the
14 discussion -- till -- till they were ready to
15 pull the trigger on the enterprise license.
16 We didn't price it that way.
17 Q. So they didn't talk about global
18 until -- until after the enterprise license
19 was entered into or while the enterprise
20 license was being negotiated?
21 A. So the enterprise license was
22 negotiated in -- prior to June of '6, right?
23 So June 30 -- that pricing, I'm
24 pretty sure we had the three steps in the
25 agreement.

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2 I haven't looked at this in a
3 couple years now, right? I'd be interested
4 to see if it has the three steps in the
5 agreement.
6 And that was very much U.S., as we
7 were -- I don't recall exactly when, but I
8 believe as they were getting ready to sign
9 the -- the -- or pull the trigger or they
10 gave us the word that they want to move to
11 the enterprise, global came up.
12 And -- and either Owen or Mark
13 brought it up to me and said, we didn't price
14 global. And so it kind of came up. And it
15 got put back down.
16 Q. And that would have close to
17 the -- or in the December --
18 A. It would have been in '06.
19 Q. Right. And so I'm just trying to
20 understand, you're saying they really brought
21 it up late, towards the end of 2006?
22 A. To me.
23 Q. Okay.
24 A. Right.
25 Q. And then --

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2 A. Of course we really got to
3 remember -- so we went into this thing
4 selling a named application for -- for
5 renewals.
6 It was very much went in with a
7 very specific problem to solve and very
8 specific solution to that problem.
9 And then while we were in there we
10 gave them options to expand their use.
11 Q. Were you aware that Chubb in
12 Europe was using Blaze pursuant to the ELA?
13 A. I did become aware at some point,
14 yes.
15 But it was never really clear to
16 me that there -- maybe it was clear. I don't
17 remember now because it's been a few years
18 since I've looked at this.
19 But there was talk of them using
20 it for development to try it out, proof of
21 concept.
22 But I don't recall ever -- did
23 they use it in anchor for running their
24 business, you know.
25 So I just don't recall. We can

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2 look. I'm sure -- I'm sure in your stack
3 we'll see something that says something
4 there.
5 Q. So you just don't recall whether
6 you were aware that Chubb Europe was using
7 Blaze?
8 A. No, I know that -- I recall that
9 they had their hands on it.
10 I don't recall that it was used in
11 production.
12 So what I mean by that is they
13 could have used it to test out ideas, to --
14 for proof of concepts that were not used in
15 the actual running of their business.
16 Does that make sense?
17 Q. (Nodding.)
18 A. Okay.
19 Q. Did you --
20 A. And I just don't remember when I
21 became aware.
22 Q. Okay. So it's --
23 A. I know I was aware at the end. I
24 just don't remember how -- how far from then.
25 Q. And by "the end" you mean --

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2 Q. You said you couldn't remember.
3 **A. Right.**
4 Q. And so my question -- my follow-up
5 question to you was it's possible then that
6 in November 2008 after going through an
7 internal analysis of the Chubb ELA you
8 concluded that it was in fact a global ELA?
9 MR. HINDERAKER: And my objection
10 is lack of foundation, asks for
11 speculation.
12 **A. But I still answer the question**
13 **anyway.**
14 MR. HINDERAKER: Yes, the best you
15 can.
16 **A. Okay. So it's -- I'm sorry, one**
17 **more time -- is it possible that I concluded**
18 **that it was a global ELA?**
19 **I'd state that all things are**
20 **possible.**
21 **Is it possible in the moment that**
22 **with Larry saying yeah, yeah, yeah, yeah,**
23 **yeah, yeah, I might have said, okay, maybe.**
24 **And then I would have done the**
25 **rest of the work to find out what I really**

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2 thought.
3 **So it's possible in a moment, in a**
4 **flash I might have said, okay, maybe you're**
5 **right.**
6 Q. Okay. Now, presumably these
7 conversations were taking place because Chubb
8 Europe wanted to use Blaze, right?
9 **A. Or -- that's one possible --**
10 **that's one possible reason.**
11 Q. Okay. Or FICO --
12 **A. -- sell it to --**
13 THE COURT REPORTER: Excuse me,
14 excuse me. You need to speak one at a
15 time.
16 So what was the question?
17 Q. Or that FICO Europe wanted to sell
18 Blaze to Chubb Europe, that's another
19 possibility for the reason for the
20 conversation, correct?
21 **A. Correct.**
22 Q. Do you recall what precipitated
23 the conversation?
24 **A. No.**
25 Q. In any event, do you recall that a

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2 decision was made about what position FICO
3 would take with respect to whether the Chubb
4 Blaze ELA was global?
5 **A. Do I recall? No.**
6 Q. As you sit here today, do you
7 believe that FICO made the decision to treat
8 the Chubb Blaze ELA as a global ELA?
9 **A. No, 'cause we'd have an**
10 **amendment -- we'd an Amendment Four that said**
11 **it's global. And we don't have that. Or**
12 **amendment whatever.**
13 Q. Do you believe that FICO
14 allowed -- knowingly allowed Chubb to use the
15 Blaze ELA outside of the United States?
16 **A. Knowingly allowed -- how do you**
17 **mean that?**
18 **Just -- so I'm wondering, you**
19 **know, before the fact or after the fact kind**
20 **of. So do we knowingly say, go ahead and use**
21 **it?**
22 Q. Yeah.
23 **A. No.**
24 **We might have found out about**
25 **something and said, you know what, don't**

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2 break the relationship. It's a good
3 customer. It's a small use. Let it go for a
4 while till it becomes important.
5 Q. Okay. So in your view --
6 **A. But that would have been -- we'd**
7 **not --**
8 Q. So in your view you don't believe
9 that Chubb ever said to -- I'm sorry, strike
10 that.
11 You don't believe that FICO ever
12 said to Chubb, go ahead and use it in Europe?
13 Is that part correct?
14 **A. That is correct.**
15 Q. But you think it's possible that
16 FICO knew that Chubb was using it in Europe
17 and made a decision not to take steps to stop
18 Chubb from using it in Europe?
19 MR. HINDERAKER: I'll object to
20 the form of the question as asking for
21 speculation.
22 **A. I'm sorry, so I believed -- do I**
23 **believe that they -- I could have learned**
24 **that they were using it and said, don't rock**
25 **the boat, Chubb's a great customer, we love**

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2 **their reference, it's a small use, it's not**
3 **material? It's possible.**
4 **That would be something -- that**
5 **would be a decision I would have made, say**
6 **don't rock -- it's not material, if it was a**
7 **minor use for like a concept idea. But,**
8 **yeah.**
9 Q. Okay. And so in that case in your
10 mind you were knowingly allowing Chubb to use
11 the Blaze software outside of the scope of
12 the license?
13 MR. HINDERAKER: Object to the
14 question to the extent it asks for a
15 legal conclusion.
16 Also misstates his prior
17 testimony. You.
18 Can try to answer the question the
19 best you can.
20 **A. I'm sorry, give me the question**
21 **again.**
22 Q. In that case you were knowingly
23 allowing Chubb to use the Blaze software
24 outside of the scope of the license?
25 MR. HINDERAKER: Same objections.

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2 Go ahead.
3 **A. I -- knowingly I may have known.**
4 **I don't know that I know that I**
5 **knew that I know, you know.**
6 Q. It's possible -- you can't recall
7 whether you knew, but it's possible?
8 **A. It's possible --**
9 MR. HINDERAKER: Objection, asks
10 for speculation. Go ahead.
11 **A. It's -- it's --**
12 MR. HINDERAKER: Anything is
13 possible. Go ahead.
14 **A. Right. It's certainly possible.**
15 **It's possible I knew that they had**
16 **some small use and didn't hold them to the**
17 **letter of the law for a moment.**
18 Q. Or the letter of the license?
19 **A. That's what I meant, yeah, letter**
20 **of license, yeah. Or the spirit of the**
21 **license, quite frankly.**
22 (Exhibit 117, Email dated
23 6/3/2009, Bates FICO0003146 through
24 FICO0003147, marked for identification.)
25 Q. I'm showing you what's been marked

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2 as Exhibit 117.
3 **A. David Taylor.**
4 Q. After you've had a chance to look
5 at this, let me know.
6 (Document review.)
7 **A. Okay.**
8 Q. All right. So if we start at the
9 first in time email, which is on the back --
10 **A. Okay. First in time email.**
11 Q. That's from David Taylor to Ian
12 Brodie and you --
13 **A. Uh-huh.**
14 Q. -- and others?
15 Do you think Ian Brodie would have
16 been the client partner for Chubb at this
17 time?
18 **A. Yes.**
19 Q. Do you know where Ian Brodie is
20 now?
21 **A. He's running tattoo removal**
22 **parlors in Boston.**
23 **You don't get to say that often,**
24 **do you? Actually as of two years ago. So I**
25 **don't know where he is now.**

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2 Q. Okay. And did you say he's
3 running them or --
4 **A. Right.**
5 Q. Like he actually works in --
6 **A. No, he owns -- he owns a string of**
7 **laser removals. Apparently a very big**
8 **business.**
9 Q. Okay. And in the Boston area?
10 **A. I believe so, yes.**
11 Q. Okay. To your knowledge, he's not
12 in the industry anymore?
13 **A. That's right.**
14 Q. Okay. And then David Taylor, who
15 is that? Have we --
16 **A. David Taylor would have been an**
17 **alliance person.**
18 **Alliance is between -- ACN is**
19 **Accenture.**
20 Q. Okay.
21 **A. All right. So we had business**
22 **relationships with Accenture where we would**
23 **help them, they would help us.**
24 **You know, it's an alliance. It's**
25 **a teaming agreement. So David Taylor and Bob**

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2 **A. Right.**
3 Q. -- and I would probably have said,
4 no, which that does involve whether Chubb can
5 use Blaze in Europe. That's why I'm
6 confused.
7 **A. Okay.**
8 Q. Do you recall -- is it that you
9 don't recall the conversation --
10 **A. Yeah, so --**
11 Q. You're just guessing?
12 **A. So Richard just called me and**
13 **said, can we sell them Blaze.**
14 **And I'd say, I think so. Let's**
15 **check the contract.**
16 **And I'd get -- an email exchange**
17 **would go here. It would be a little bit**
18 **different.**
19 **Then Mike would go and pull up --**
20 **he'd pull up Amendment Three instead of --**
21 **oh, it looks like they have a global 'cause**
22 **there's no territory.**
23 **And we'd say -- we'd go back, we'd**
24 **churn around on this stuff.**
25 **But at the end of the day the**

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2 **agreement was the agreement was the agreement**
3 **was the agreement.**
4 **And so if I missed -- or if I let**
5 **them off the hook on a small usage, it didn't**
6 **change the nature of the agreement, that -- I**
7 **never signed anything that gave them a global**
8 **ELA, ever.**
9 Q. But you let them use Blaze in
10 Europe?
11 **A. It looks like I did. I may have.**
12 **I don't recall doing so.**
13 **I certainly didn't get asked and I**
14 **certainly didn't say, go ahead.**
15 **I may have found out about a use**
16 **after the fact.**
17 **I never -- if you show me**
18 **something that says, go right ahead and use**
19 **it, I'll be surprised.**
20 Q. Well, I've shown you documents
21 from November of 2008 in which Richard Hill
22 is involved and the topic to be discussed is
23 the Chubb license agreement and the plan for
24 Chubb Europe.
25 **A. Right.**

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1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 Q. And then documents showing that in
3 fact Chubb was using Blaze in Europe.
4 So do you think a reasonable
5 person could look at those documents and
6 conclude that the conclusion at the time was
7 the ELA allows Chubb to use Blaze in Europe?
8 **A. No.**
9 **Why, you ask? I don't know that**
10 **that meeting ever took place.**
11 **I don't see any meeting notes. I**
12 **don't see any conclusions.**
13 **There's usually a meeting, agenda,**
14 **minutes, who attended, what the decisions**
15 **were. I haven't seen that there.**
16 **So if you showed me an invite --**
17 Q. Where would the meeting agenda be
18 kept?
19 **A. I don't know. Whoever set up the**
20 **meeting.**
21 **So who set up this meeting? This**
22 **was a --**
23 Q. Mike Sawyer.
24 **A. So it would be in the meeting**
25 **invite, or it would be a separate document.**

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 Q. When you referred to notes from a
3 meeting like this, what type of notes would
4 you generally expect to see?
5 **A. I would see a conclusion.**
6 **You know, attendees meeting,**
7 **meeting notes, right.**
8 **So who attended the meeting, what**
9 **the topic was, what were the outcomes.**
10 Q. And who would you have expected in
11 connection with 73 would have kept those
12 notes?
13 **A. 73, either -- probably Mike. It**
14 **could have been Ian.**
15 **In this case Mike was -- oh, yeah,**
16 **so, Mike. Who set up the meeting? Here,**
17 **from Sawyer. So he would have likely taken**
18 **the notes.**
19 **But it could have been Ian. Ian**
20 **was big on taking the notes. Ian was a big**
21 **believer -- whoever had the pen had the**
22 **outcome.**
23 Q. And in your experience what would
24 happen to those notes after the meeting?
25 **A. They should have been shared.**

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 **A. Okay.**
3 Q. Showing you what's been marked as
4 Exhibit 120.
5 (Exhibit 120, Email dated April
6 14, 2014, with attachment, Bates
7 FICO0057223 through FICO0057227, marked
8 for identification.)
9 **A. Oh, from me.**
10 Q. This is an email from you dated
11 April 2014.
12 (Document review.)
13 Q. Do you recall sending this email?
14 **A. No. But I could have easily.**
15 **Oh, I just forwarded an email**
16 **though. I see. Okay. I'm forwarding an**
17 **email, okay.**
18 Q. And so you're forwarding it to
19 Marlene Zimmerling, Andrew DiStefano.
20 Who are they?
21 **A. So those would be the Larry Wachs**
22 **and Dale Zwizinski of today, of that time**
23 **period -- oh, I'm sorry, sales -- Blaze**
24 **salesperson and Blaze sales engineer**
25 **respectively.**

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 Q. And do you recall why it is that
3 you're sending them information about Chubb
4 contacts and projects summary around April of
5 2014?
6 **A. Specifically, no.**
7 **But they were new hires around**
8 **that time. And it would have been a welcome**
9 **to FICO and here's Chubb, is my suspicion.**
10 Q. And attached to the email is a
11 couple of slides.
12 The second page of the slides
13 reads, "Chubb Blaze Projects."
14 Do you see that?
15 **A. I do see that.**
16 Q. And "Chubb International" is
17 listed?
18 **A. I do see that.**
19 Q. And it says, "EUZ Automated
20 Underwriting" under it, correct?
21 **A. I do see that.**
22 Q. Is it fair to say that you were
23 aware that Chubb International was one of
24 Chubb's current Blaze projects in April of
25 2014?

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 **A. Not from this. Not from this.**
3 Q. Okay.
4 **A. Yeah.**
5 Q. Why is that?
6 **A. 'Cause I just forwarded this.**
7 **Someone else said, you know, Mike**
8 **give me this stuff, give me the projects**
9 **Chubb's working on. He gave it to me, and I**
10 **forwarded it on.**
11 **So chances are I didn't read this,**
12 **by the way. So this does not tell me that I**
13 **was aware of their projects.**
14 Q. Okay. Do you take the position
15 you were not aware of Chubb's use of Blaze
16 in -- Chubb Europe's use of Blaze in 2014?
17 **A. In 2014 -- yeah, I do. I don't**
18 **recall it.**
19 **So this -- this Exhibit 57 where**
20 **it says they've got global or whatever it is,**
21 **I would have thought maybe from then they**
22 **started using it, 'cause, again, I told them**
23 **here that it looks like they have a global,**
24 **right? Whatever that was, exhibit whatever.**
25 **So they may have started using it**

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2 **then in earnest by mistake.**
3 Q. When you say "by mistake," you
4 mean you just --
5 **A. I was mistaken. I didn't do my**
6 **homework and pull up the contracts and look**
7 **at it. Someone said.**
8 Q. Okay. So you just assumed it was
9 global?
10 **A. Yeah.**
11 Q. Okay. And that was the first time
12 you assumed it was global?
13 **A. Yeah.**
14 **In fact I'm surprised I assumed it**
15 **was global ever. You know, you surprised me**
16 **that I actually said it was global to anyone**
17 **ever, so -- but obviously I said it.**
18 Q. We've seen several emails where
19 other people have said it's global that
20 you're on, and you didn't ever say, no,
21 that's wrong, or correct those other
22 statements?
23 **A. We haven't seen any -- anything to**
24 **that effect that I responded to any of those**
25 **emails.**

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1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 **We haven't seen a single response**
3 **to any of those emails, right?**
4 Q. Right.
5 **A. We haven't seen any response, that**
6 **they're correct or incorrect.**
7 Q. Right.
8 And so tell me, do you actually
9 recall ever responding to one of those emails
10 in any way, responding to a statement that
11 the Chubb ELA is global?
12 MR. HINDERAKER: Objection. Rely
13 on the record.
14 **A. So the only recollection I have is**
15 **the email that you've shown me.**
16 Q. Exhibit 57?
17 **A. Right. Is that the one that**
18 **says --**
19 (Document review.)
20 **A. Right. Exhibit 57 is the only**
21 **place --**
22 Q. Okay. So we don't have --
23 MR. HINDERAKER: Did you get a
24 chance to finish your answer?
25 **A. So Exhibit 57 is the only place**

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1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 **that I responded as to whether or not there**
3 **was a license.**
4 Q. A global license?
5 **A. Right.**
6 Q. Okay. So we do not have any
7 writing from you in connection with any of
8 the emails on this topic indicating that you
9 believe the license is limited to the United
10 States, is that fair?
11 **A. No, you haven't shown me any.**
12 **I'm not saying there aren't any.**
13 **You haven't shown me any.**
14 **And what's kind of interesting**
15 **here it says, pull up the contract --**
16 **And even that one email that says**
17 **it's global, I also say pull up the -- pull**
18 **up the contract.**
19 Q. So we don't have any emails here
20 today that we've looked at in which you have
21 said in writing the Chubb ELA is limited to
22 the United States, is that a fair statement?
23 **A. That's a fair statement.**
24 Q. Okay. Do you think you ever wrote
25 anything like that in an email during your

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1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 time at Chubb and FICO?
3 **A. Probably. Likely.**
4 **I don't know, I don't know, I**
5 **don't know. I just don't know. I just don't**
6 **know.**
7 Q. You just don't know?
8 **A. I'm telling you you'll find that**
9 **I'm probably the least -- of all the people**
10 **involved I have probably the fewest emails of**
11 **anyone in your -- in your discovery.**
12 **I'm not a big email person.**
13 Q. So the question though is do you
14 actually have a specific recollection --
15 **A. One way or the?**
16 Q. -- of ever sending an email that
17 says something to the effect of the Chubb ELA
18 is limited to the United States?
19 **A. I remember having very specific**
20 **positions that it was.**
21 **I can't tell you if I put in it an**
22 **email or it was a phone call with Sawyer or a**
23 **phone call with Brodie saying it's a U.S.,**
24 **U.S., U.S., U.S.**
25 **I just can't tell you if it was an**

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1 **CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber**
2 **email or a phone call.**
3 Q. So let's go through all of those.
4 **A. Okay.**
5 Q. Okay? Because I just have to
6 create a record about what you actually
7 remember and what you are guessing you may
8 have done.
9 **A. Okay.**
10 Q. So as I understand your testimony,
11 you don't have a specific recollection of
12 ever sending an email saying that the Chubb
13 ELA is limited to the U.S. United States?
14 **A. That's correct.**
15 Q. Okay. You have written at least
16 one email saying it is a global ELA, correct?
17 **A. I did not have a recollection of**
18 **that until you showed it to me though either.**
19 **But, yes, that's correct.**
20 Q. Okay. And you've been on other
21 emails that reference the ELA as being a
22 global ELA?
23 **A. Well, there's the Larry Wachs one.**
24 Q. And Mike Sawyer one?
25 **A. Right.**

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